



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE PARK PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES NECESSARY FOR AN UPDATE TO THE 2003 ERIE COUNTY PARK SYSTEM MASTER PLAN

RFP #1520VF

5-26-2015

**ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 1520VF

**TO PROVIDE ARCHITECTURAL AND PLANNING SERVICES
NECESSARY FOR AN UPDATE TO THE
2003 ERIE COUNTY PARK SYSTEM MASTER PLAN**

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified LANDSCAPE ARCHITECTURE AND PLANNING FIRMS interested in preparing a new master plan for the Erie County Park System. Proposers interested in responding are invited to review this request and submit materials noted.

It is the County's intent to select the firm that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	May 26, 2015
Proposals Due:	June 26, 2015
Tentative Contract Execution Date:	July 26, 2015

B. GENERAL REQUIREMENTS

1. Firms interested in responding to this RFP shall immediately e-mail the County Contact noted in B(4) below. This will insure their inclusion on the responder list to receive future RFP information and question responses.
2. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation
3. One (1) original and two (2) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected. Also the fee information must be submitted in a separate sealed envelope.
4. Submission of the proposals shall be directed to the County Contact below:

Thomas J. Dearing, Deputy Commissioner
Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, 10th Floor
Buffalo, NY 14202

All proposals must be delivered to the above office on or before June 26, 2015 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP must be submitted via e-mail to Tom Dearing at **Thomas.Dearing@erie.gov** no later than 4:00 p.m. on June 18, 2015. Formal written responses will be distributed by the County on or before June 19, 2015. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
6. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
7. No proposal will be accepted from, nor any agreement awarded to, any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
8. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal. The Erie County goal for MBE/WBE participation is 15% – MBE and 5% – WBE participation.
9. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

10. **All proposers submitting responses must include a cost proposal in a separate sealed envelope clearly labeled with the project name, proposer name, due date of proposal, Project name, RFP #1520VF and Cost Proposal.**

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

See Attachment A

IV. STATEMENT OF RIGHTS – UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

V. EVALUATION

A review committee will be established to analyze and score the responses. It is anticipated that the committee will be comprised of a representative from the Erie County Department of Environment and Planning, Erie County Department of Parks, Recreation and Forestry, and an interested community organization.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Evaluation of the proposer's fee submission. It should be noted that price is not the only consideration in selecting a recommended firm.

- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- MBE/WBE participation.
- An evaluation of the proposer's projected approach, timeline, and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of, any interview conducted with the proposer.

VI. MISCELLANEOUS

- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- The quality of any past work the firm has had with Erie County.

VII. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a one (1) year period commencing on approximately July 1, 2015. The County, in its sole discretion, may extend the agreement beyond its initial term for up to one (1) additional one-year period at the same prices and conditions.

VIII. INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B".

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

IX. INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

X. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

XI. CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie, or was a County employee or officer one year prior to the date of the RFP response. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

XII. COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

XIII. CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure

will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XIV. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By:

Name and Title

SCHEDULE "B"**STANDARD INSURANCE PROVISIONS****County of Erie Standard Insurance Certificate**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX A/C No.
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU TORY LIMITS: <input type="checkbox"/> OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

Environment and Planning

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandises or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contractss require excess Umbrella Liability limits of \$5,000,000.

VI. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

VIII. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

IX. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

X. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

ATTACHMENT A: SCOPE OF SERVICES

BACKGROUND: The Erie County park system contains nearly 11,000 acres of land on 38 sites throughout Erie County. The system includes large heritage parks, trails, small urban sites, and a variety of facilities capable of accommodating both summer and winter recreational pursuits. The entire park system is described within the 2003 Erie County Park System Master Plan. The latter can be found on <http://www2.erie.gov/environment/index.php?q=ParksMasterPlan>. All responders are encouraged to review this document.

The park system is overseen by the Erie County Department of Parks, Recreation, and Forestry (ECDPRF). The latter also manages approximately 3,135 acres of forest land on 12 lots. It should be stressed that the master plan will include a review of the forestry lots relative to their current and future opportunities for public access and education. The master plan, however, will not assess nor prepare a management plan for the forestry lot regarding harvesting, production, etc.

The Erie County Department of Environment and Planning (ECDEP) provide planning support services to ECDPRF. ECDEP will manage the consultant engagement with strong coordination and involvement from ECDPRF.

The 2003 Park Master Plan has been a valuable tool for County decision makers since its adoption by the Erie County Legislature in 2003. Its comprehensiveness, dual focus on parkland and the trail component, as well as certain suggested management techniques have been well received by officials and the general public. It is now time, to update the document. New demands have been placed on the park system not present in 2003. In addition, technology has evolved that warrants a close look at how the system is marketed and how the general public is informed about system facilities and events. Capital improvements proposed in 2003 for each park, unfortunately, have not all occurred given declining financial resources. All these factors point toward the need for a new look, a new analysis, and a new master plan for the system that can be used as guide for the parks through the year 2030.

Funding for the plan will be from two sources. The primary source is through Erie County general obligation bonds with a second source being New York State Power Authority (NYPA) proceeds awarded to Erie County via the Niagara River Greenway process. Reference should be made to <http://www.niagaragreenway.org/?q=node/433>. This includes the County's grant application and describes the various components of what is described as the *County of Erie Revitalization and Waterfront Access Enhancement Strategy – Erie County Park and Trail System along the Niagara River*. Responders should note that the NYPA funded tasks will require a separate work product and accounting for time spent on this element. It is expected however that the work product will be incorporated into the overall park master plan component.

SCOPE: The following provides a general description of the primary tasks expected to be undertaken by the firm selected for this engagement. Responders need to expand on the general description, add tasks as they deem appropriate, and for each task included in the proposed scope

of work include the work product that will be prepared for submittal to ECDEP as well as number of copies. If maps are being prepared then their format needs to be noted in the response.

1. **PUBLIC ENGAGEMENT:** Erie County parks are an important contributor to the quality of life that all county residents enjoy. Involvement by the general public, stakeholders, and public officials are essential for a successful plan.
2. **HISTORICAL DATA ANALYSIS AND EXISTING CONDITIONS:** Responders need to outline their approach to gaining a familiarity with the system, its problems, opportunities, organization of management and maintenance responsibilities, etc. Responders should describe how they will collect data on the physical, visible, assets in all County Parks. Location, condition, description, and geo-tagged photos of assets such as shelters, comfort stations, playgrounds, sports fields, historic structures, recreation features, and maintenance facilities are examples of data which should be collected. Responders will work with the Erie County GIS Office to ensure that the data is collected and transmitted to the County for use in the County Geographic Information System (GIS).

In addition to capturing data on the built environment in the County's parks, responders are required to provide digital geospatial data on trails in all County parks and the forestry lots. Trails will be mapped and assigned a ranking of Easy/ Moderate/ Challenging to describe how the general public would perceive traversing them. This task includes mapping all trailhead locations. Similar to the mapping of physical assets, all trail data must be provided to the County in GIS format (NY Stateplane Western Zone NAD83 Feet). Responders are required to prepare a distinct fee proposal for the trail data collection phase of this engagement.

ECDEP has recently undertaken mapping of assets and trails in two of the County's Heritage parks: Chestnut Ridge and Emery. Responders are encouraged to review those maps as examples of how the spatial data which is collected will be used to prepare maps for posting on kiosks in the Parks, as well as on the County's website. Responders will prepare maps similar to the Chestnut Ridge and Emery Park maps for the remaining Heritage Parks: Akron Falls and Como Lake.

3. **ANALYZE PROBLEMS AND OPPORTUNITIES POSED BY THE FOUR NATURAL HERITAGE PARKS** (Chestnut Ridge, Emery, Akron Falls, and Como Lake). Special attention needs to be given to the Works Progress Administration (WPA) structures in each of these parks and how best to maintain them without losing their historic integrity. The analysis needs to be undertaken within the context of fiscal constraints.
4. **ANALYZE EXISTING PARK POLICIES PERTINENT TO GREEN ENVIRONMENT, LAND ENCROACHMENTS, ALL TERRAIN VEHICLES, MONUMENTS, SPECIAL PERMITS FOR NON TRADITIONAL PARK USES, DISK GOLF, and OTHER ISSUES BROUGHT FORWARD BY ECDPRF PERSONNEL:** This task represents the non-physical planning component of the plan. The responder is expected to outline their

- approach to analyzing existing county policies and gaps in policy concerning items facing the parks department on a regular basis. It is expected that the final product will not only be a physical plan for the park system, but a policy plan which will help guide County officials in park decision making.
5. NATURE RESERVE ZONES: The existing park master plan classifies certain park areas as natural habitat zones. This has caused some confusion regarding definition and use policies that should apply to these lands. The new master plan needs to address this issue.
 6. ANALYZE EXISTING PARK MARKETING TOOLS RANGING FROM MAPS, BROCHURES, APPS, GUIDEBOOKS, FACEBOOK PAGES, ETC.: Responders need to describe their approach to developing new marketing tools for the ECDPRF. The response should note what will actually be prepared for the above noted department.
 7. ANALYZE CURRENT MAINTENANCE ORGANIZATION PATTERNS WITHIN THE SYSTEM AND RECOMMEND, WHERE APPROPRIATE, NEW APPROACHES. The inclusion and deployment of park rangers shall fall under this task as well.
 8. NYPA FUNDED WATERFRONT ACCESS ENHANCEMENT STRATEGY: Expand on the tasks noted in the greenway application and provide specific work tasks that will be completed to complete the strategy. This should include a minimum of two schematic plans for proposed improvements to the Niagara River waterfront park system.
 9. IDENTIFY SHORT AND LONG TERM CAPITAL IMPROVEMENTS: An action plan component will be expected as part of the plan. This shall include a listing of park improvements, estimated costs, anticipated year for funding, etc.
 10. SCHEMATIC PLANS: Prepare schematic plans for three capital project proposals within the park system. This shall include cost estimates. One of the schemes needs to incorporate a green infrastructure feature.
 11. LAND ACQUISITION PROGRAM: Erie County does not have a policy or process to allow for adding new lands to the park system either through acquisition or donation. The new master plan shall include a land acquisition component that establishes guidance to County officials when considering adding new land to the system whether it is due to its geography, location, or unique attributes.
 12. COMPLIANCE WITH THE REQUIREMENTS OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT RELATIVE TO FINAL PLAN DISPOSITION.
 13. FINAL PLAN: Describe the content and format of the final report.

14. OTHER PRODUCTS: Describe the content and format of any other work products that will be completed for the park system as part of this engagement.

TIMELINE: All responders need to provide a suggested time schedule for completion of the engagement. This should include a graphic indication of task completion as well. The above noted Task 7 requires completion by 12/31/2015. There are no time deadlines for the balance of the work. It should be noted however that a review criteria will be the ability of the consultant to complete all work within a reasonable time period.

FEE: The contract will be awarded on a lump sum fee basis. The fee for Task 7 shall not exceed \$202,500. The fee for the balance of the tasks shall not exceed \$270,000. Thus, the total fee for the full engagement shall not exceed \$472,500. Responders should include the following as part of their cost proposal:

1. Non Salary costs (reimbursable).
2. Sub consultant costs.
3. Direct Technical Salaries – inclusive of a staffing table showing staff assigned, hourly rates, time and cost projected to be spent on each task by specific task.
4. Profit.
5. Overhead.

SPECIAL NOTE: THE FEE PROPOSAL SHALL BE SUBMITTED IN A SEALED ENVELOPE DISTINCTLY SEPARATE FROM THE MAIN PROPOSAL.

WBE/MBE GOAL: The goal for THE project is 15% MBE and 5% WBE. These are goals and not requirements.